

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

LEASON ELLIS LLP,

*Plaintiff,*

v.

USA TRADEMARK ENTERPRISES, INC.,  
TIMEA CSIKOS and ANDRAS NEMETH,

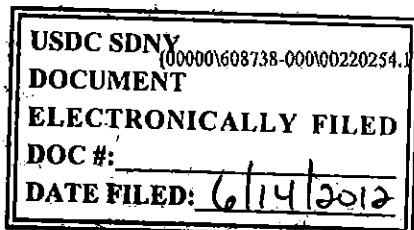
*Defendants.*

Civil Action No. 12-cv-0620 (ER)

**FINAL CONSENT JUDGMENT AS TO ALL DEFENDANTS**

Plaintiff Leason Ellis LLP ("Leason Ellis" or "Plaintiff") having filed a complaint (the "Complaint") alleging, *inter alia*, that Defendants USA Trademark Enterprises, Inc., Timea Csikos and Andras Nemeth (collectively "USA Trademark" or "Defendants") violated various Sections of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, as well as the state and common laws of the State of New York, and the Defendants having executed the Consent annexed hereto and incorporated herein by reference, and the Defendants having, jointly and severally, waived the entry or findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, without admission of wrongdoing or liability, and the Defendants having admitted to the jurisdiction of this Court over them and over the subject matter of this action, and the Defendants having consented to the entry of this Consent Judgment As To All Defendants ("Consent Judgment"), without further notice, hereby acknowledge as true and correct, and otherwise consent as a matter of law to, the following:

- (i) Defendants warrant and represent that they have substantially and continuously sold and shipped the USA Trademark Selection Catalogue as defined in the Complaint (the "Catalogue") into the State of New York, among other states;



- (ii) Defendants warrant and represent that they made substantial sales and shipments of the Catalogue in the United States, including New York State, and have made a good faith disclosure to Leason Ellis of financial records concerning such sales;
- (iii) Defendants warrant and represent that, within fourteen (14) days of the Settlement Agreement separately entered into between Plaintiff and Defendants (the "Settlement Agreement"), they shall permanently discontinue marketing, selling, offering for sale, and distributing the Catalogue in the United States per the terms of the Settlement Agreement;
- (iv) Defendants warrant and represent that, within fourteen (14) days of the Settlement Agreement, they shall never again conduct business in the United States in the field of trademarks or, more generally, in the field of intellectual property; and
- (v) USA Trademark and its owners, officers, stockholders, employees, agents, servants, affiliates, subsidiaries, attorneys, and all other persons in active concert and participation with it, including Timea Csikos and Andras Nemeth, shall abide by the terms of this Consent Judgment.

**AGREED AS TO FORM AND CONTENT:**

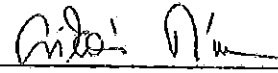
PLAINTIFF LEASON ELLIS LLP

  
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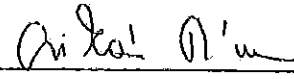
*Attorneys for Plaintiff*

Date: June 1, 2012  
White Plains, New York

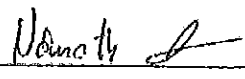
DEFENDANT USA TRADEMARK INC.

By:   
Date: JUNE 1, 2012

DEFENDANT TIMEA CSIKOS

By:   
Date: JUNE 1, 2012

DEFENDANT ANDRAS NEMETH

By:   
Date: JUNE 1, 2012

WHEREAS, Plaintiff, Leason Ellis, accepting Defendants' above-recited representations as true, accurate, and made in good faith, hereby agrees to resolve all Counts of its Complaint by accepting entry of the following Consent Judgment;

Now, therefore, in light of the representations above and upon the consent of the parties hereto, it is hereby **ORDERED, ADJUDGED, AND DECREED** that:

A. The provisions of the Consent recited above are incorporated in this Consent Judgment with the same force and effect as if fully set forth herein;

B. Defendant USA Trademark, its officers, directors, partners, agents, servants, employees, attorneys, and those persons in active concert or participation with them, including Timea Csikos and Andras Nemeth, are permanently enjoined and restrained from marketing, selling offering for sale, or distributing the Catalogue, or a similar publication, in the United States, but for final distribution of prior purchased Catalogues;

C. Defendant USA Trademark, its officers, directors, partners, agents, servants, employees, attorneys, and those persons in active concert or participation with them, including Timea Csikos and Andras Nemeth, are permanently enjoined and restrained from assisting, aiding, or abetting any other person or business entity in engaging in or performing any trademark or intellectual property-related activity in the United States, including, but not limited to publication of intellectual property-related materials or any solicitation thereof;

D. Defendant USA Trademark, within five (5) days of the Settlement Agreement being executed, shall cause to be delivered to Leason Ellis, or cause to be delivered to Leason Ellis, an amount of \$10,000, which shall in turn be dispensed by Leason Ellis as it sees fit in accordance with all federal regulations regarding same;

E. Defendant USA Trademark, within two (2) days of the Settlement Agreement being executed, shall cause to be delivered to Leason Ellis, one physical copy of all U.S. publications distributed by USA Trademark, including, but not limited to, the Catalogue;

F. Defendant USA Trademark, within ten (10) days of the Settlement Agreement being executed, shall deliver to Leason Ellis, or cause to be delivered to Leason Ellis, and transfer title to Leason Ellis, the URL address trademark-us.com, which shall be utilized by Leason Ellis as it sees fit per the terms of the Settlement Agreement;

G. Defendants acknowledge that any violation of any of the terms of the Consent Judgment place them in contempt of this Court and subject them to civil or criminal sanctions;

H. Without limiting the application to persons or entities as referred to in other terms of this Consent Judgment, the terms of this Consent Judgment shall be binding upon and inure to the benefit of the parties, their owners, principals and related affiliate companies under the same or shared control, and their successors and assigns;



I. Defendants waive the right to a jury trial and to challenge or otherwise appeal the Consent Judgment in whole or in part, except that the Defendants reserve the right to appeal any decision rendered in connection with a motion brought by one Defendant against another for violation or contempt of this Consent Judgment;

J. This Court has subject matter jurisdiction over this matter and has personal jurisdiction over the parties. This Court shall retain jurisdiction over all disputes arising out of interpretation of, compliance with, and enforcement of, this Consent Judgment. The prevailing party shall recover all attorneys' fees expended pursuant to any such proceeding occurring after the Court enters this Consent Judgment;

K. This Court retains the right to modify or amend the terms of this Consent Judgment, including, upon application by Plaintiff Leason Ellis or Defendant USA Trademark, making modifications or amendments for purposes of advancing or preserving the intent and purpose thereof, in accordance with Rule 60 of the Federal Rules of Civil Procedure;

L. Counts I through VI from Plaintiff's Complaint are hereby dismissed and this Consent Judgment is entered pursuant to Rules 58 of the Federal Rules of Civil Procedure, and to the extent authorized by those rules, shall be binding upon any persons or entities who or that receive notice of this Consent Judgment;

M. Pursuant to Rule 65(d) of the Federal Rules of Civil Procedure this Consent Judgment shall be binding upon each of the Defendants and their agents, servants, employees and attorneys, and upon those persons in active concert or participation with them who receive actual notice of this Consent Judgment by personal service or otherwise;


N. Signatures transmitted electronically or by facsimile shall be deemed original; and

O. This Consent Judgment shall be deemed to have been served upon the parties at the time of its execution by the Court and service on counsel for the parties.

It is hereby **FURTHER ORDERED, ADJUDGED, AND DECREED** that there being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Judgment forthwith and without further notice.

**IT IS SO ORDERED:**

Dated: June 14, 2012

  
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HON. EDUARDO RAMOS  
U.S. District Court Judge for the  
Southern District of New York

